

A.G. Contract No. KR01 0305TRN
ADOT ECS File No. JPA 01-33
Project: HX122 01C
Section: SR-260 @ Porter Mountain Road

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF PINETOP-LAKESIDE

THIS AGREEMENT is entered into 2 May, 2001 pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the Town of Pinetop-Lakeside, acting by and through its Mayor and Town Council, (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the TOWN.

3. The State and the Town desire to participate in the design, construction, maintenance and operation of a new warranted traffic signal at the intersection of SR-260 at Porter Mountain Road in the Town, at an estimated cost of \$135,000.00, hereinafter referred to as the Project.

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NO 24605
Filed with the Secretary of State
Date Filed: 5/12/01
Retney Boyles
Secretary of State
By: A. Martin

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate or resolve Town review comments.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for two thirds of the cost of the Project, in an amount currently estimated at \$90,000.00, and for its proportionate share of any cost increases, and for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

c. Invoice the Town for the Town's one third share of the reasonable direct actual cost of the Project, in an amount currently estimated at \$45,000.00.

d. Upon completion, approve and accept the signal Project on behalf of the parties hereto, and provide maintenance to the Project, all at State expense.

2. The Town will:

a. Review the design documents and provide comments.

b. Be responsible for one third of the cost of the traffic signal, in an amount currently estimated at \$45,000.00, and for its proportionate share of any cost increases, and for any contractor claims for extra compensation due to delays or whatever reason attributable to the Town.

c. Reimburse the State for its share of the cost of the Project, in an amount currently estimated at \$45,000.00, within 30 days after receipt of an invoice.

d. Upon completion and acceptance of the Project, provide electrical energy to operate the signal, all at City expense, and grant the State perpetual right of entry access outside the State right-of-way as required to perform maintenance to the Project and ancillary equipment.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, upon written notice to the other parties.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E, Room 222
Phoenix, AZ. 85007

Town of Pinetop-Lakeside
Town Manager
1360 N. Niels Hansen Lane
Pinetop-Lakeside, AZ. 85929

7. Attached hereto is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

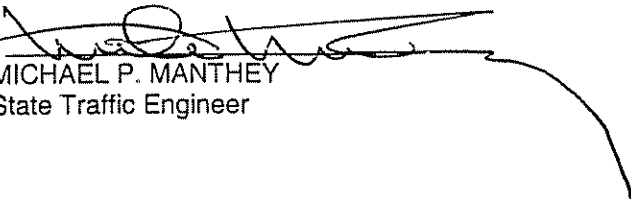
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF PINETOP-LAKESIDE

STATE OF ARIZONA

Department of Transportation

By 
GINNY HANDORF
Mayor

By 
MICHAEL P. MANTHEY
State Traffic Engineer

ATTEST

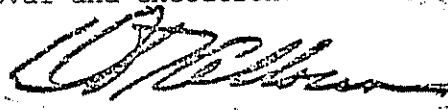
By 
LESLEE WESSEL
Town Clerk

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RESOLUTION

BE IT RESOLVED on this 22nd day of February 2001, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Town of Pinetop-Lakeside for the purpose of defining responsibilities for constructing a new traffic signal at SR-260 at Porter Mountain Road.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.



DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

TOWN OF PINETOP-LAKESIDE

RESOLUTION NO. 01-559

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PINETOP-LAKESIDE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT, A.G. CONTRACT KR01 0305TRN, BETWEEN THE TOWN AND THE STATE OF ARIZONA.

WHEREAS, the Town of Pinetop-Lakeside is in agreement with the terms and conditions of the Intergovernmental Agreement between the Town and the State of Arizona, A.G. Contract No. KR01 0305TRN, regarding the design, construction, maintenance and operation of a new warranted traffic signal at the intersection of SR 260 at Porter Mountain Road.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Town Council of the Town of Pinetop-Lakeside, Arizona, hereby approve the Intergovernmental Agreement with the State of Arizona, A.G. Contract No. KR01 0305TRN.

PASSED AND ADOPTED by the Mayor and Council of the Town of Pinetop-Lakeside this 5th day of April, 2001.

TOWN OF PINETOP-LAKESIDE


GINNY HANDORF, Mayor

ATTEST:


LESLEE M. WESSEL, Town Clerk

APPROVED:



JACK BARKER, Town Attorney

JPA 01-33

APPROVAL OF THE PINETOP - LAKESIDE TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF PINETOP - LAKESIDE and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 11th day of April, 2001.



Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

JANET NAPOLITANO
ATTORNEY GENERAL

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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR01-0305TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED April 26, 2001.

JANET NAPOLITANO
Attorney General

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ggt

Enc.

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